

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

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|-----------------------------------------------------------|-------------|-----------------------------|
| PACIFIC GULF SHIPPING CO., | § § § | |
| Plaintiff, | | |
| vs. | § § § | C.A. No. 4:19-cv-727 |
| ADAMASTOS SHIPPING & TRADING S.A., et al., | § § § | Admiralty |
| Defendants. | § | |

**JOINT MOTION FOR LEAVE OF COURT TO DEPOSIT FUNDS
AND REQUEST FOR EXPEDITED CONSIDERATION**

Plaintiff PACIFIC GULF SHIPPING CO. (“Pacific”) and Specially Appearing Defendant FEARLESS SHIPPING & TRADING S.A. (“Fearless Shipping”), hereby jointly move this Court for an Order approving substitute security. As grounds for this motion, the Parties state the following:

1. Fearless Shipping wishes to provide substitute security to stand in place of the M/V FEARLESS, which was attached pursuant to the Order Authorizing Process of Maritime Attachment and Garnishment (Dkt. #5) issued in this matter.

2. Specifically, the Parties have agreed to substitute security in the form of funds to be deposited in the Court’s Registry in the amount of USD \$5,060,00.00 (the “Funds”), which the parties agree may be substitute *res* in lieu of the continued attachment of M/V FEARLESS pursuant to Rule E(5)(a). *See Betty K Agencies, Ltd. v. M/V MONADA*, 432 F.3d 1333, 1341 (11th Cir. 2005) (noting the substitute security “becomes substitute for the property.”) (internal citations omitted). The Parties further have agreed that upon the posting of the Funds in the Court’s registry, Pacific, and any other person or entity claiming by or through Pacific, will not

attach, seize, and/or arrest the M/V FEARLESS in connection with the claims at issue herein, whether in this action or in any other action currently pending and/or which may be initiated in the future.

3. Consequently, the Parties respectfully request the Court's expeditious consideration of this motion and approval of the accompanying Order so that the Vessel may be released from attachment and continue her voyage as soon as possible.

4. As the Parties have stipulated and agreed to substitute security in accordance with the provisions of Supplemental Rule E(5)(a), it is respectfully requested that the Court approve the security provided in lieu of continued attachment of the Vessel.

5. The parties respectfully further request that the Court order the Clerk to accept the Funds and deposit the Funds into the Registry of the Court, where the Funds are to be held pending further order of this Court.

6. The Parties jointly make this motion, and each consents to and does not oppose the motion. Upon posting of the Funds as substitute security with the Clerk of the Court, the Parties jointly request that the Vessel be released from attachment.

A proposed order, to which the parties have stipulated, is submitted herewith.

STIPULATED AND AGREED.

Dated August 8, 2019

BLANK ROME LLP

/s/ Keith B. Letourneau

Keith B. Letourneau

Fed. I.D. No. 20041

State Bar No. 00795893

Jeremy A. Herschaft

Fed. I.D. No. 2450990

State Bar No. 24091970
David G. Meyer
Fed. I.D. No. 732583
State Bar No. 24052106
717 Texas Avenue, Suite 1400
Houston, TX 77002
Ph.: 713-228-6601
Fax: 713-228-6605
Email: kletourneau@blankrome.com
Email: jherschaft@blankrome.com
Email: dmeyer@blankrome.com
*Attorneys for Fearless Shipping & Trading,
S.A.*

CHALOS & CO, P.C.

/s/ Briton P. Sparkman
George M. Chalos
Fed. I.D. No. 623727
Briton P. Sparkman
Fed. I.D. No. 1148116
7210 Tickner Street
Houston, TX 77055
Email: gmchalos@chaloslaw.com
Email: bsparkman@chaloslaw.com
Telephone: 516.714.4300
Facsimile: 866-702-4577
Attorneys for Pacific Gulf Shipping Co.

CERTIFICATE OF SERVICE

I hereby certify that I caused the foregoing to be electronically filed with the clerk of the court by using the CM/ECF system, which will send a notice of electronic filing to all CM/ECF participants, this 8th day of August 2019.

/s/ Keith B. Letourneau
Keith B. Letourneau